



**MAST UP STORGE  
PROSPECTIVE TENANT REQUIREMENTS  
13575 MINDANAO WAY  
MARINA DEL REY, CA 90292  
☎ (310) 301-9152  
📠 (310) 821-1621**

**CHECKLIST**

- ☐ Copy of valid CA driver's license
- ☐ Copy of current vehicle insurance
- ☐ Evidence of liability insurance with coverage up to \$300,000 or more, with Los Angeles County Department of Beaches and Harbors listed on as additionally insured/interest with address below.

**LA COUNTY-DBH  
13575 Mindanao Way  
Marina Del Rey, CA 90292**

- ☐ Copy of valid DMV registration for
  - ☐ Vessel
  - ☐ Trailer

**\*\*Applicant and owner registration must match\*\***
- ☐ Picture of vessel on trailer to keep for our file

**Monthly Rental Fee (check one)      \*\*NOT to exceed 31 ft. \*\***

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> 21' = <b>117.00</b> | <input type="checkbox"/> 25' = <b>138.20</b> | <input type="checkbox"/> 29' = <b>159.40</b> |
| <input type="checkbox"/> 22' = <b>122.30</b> | <input type="checkbox"/> 26' = <b>143.50</b> | <input type="checkbox"/> 30' = <b>164.70</b> |
| <input type="checkbox"/> 23' = <b>127.60</b> | <input type="checkbox"/> 27' = <b>148.80</b> | <input type="checkbox"/> 31' = <b>170.00</b> |
| <input type="checkbox"/> 24' = <b>132.90</b> | <input type="checkbox"/> 28' = <b>154.10</b> |  |

**Upon approval, items required;**

- ☐ 1<sup>st</sup> and last (security) monthly fee
- ☐ \$25 parking permit
- ☐ \$25 key card entry

**If you have any questions, please contact the DBH Boating Section at (310) 301-9152**



**MAST UP STORAGE**

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES & HARBORS**

**13575 MINDANAO WAY**

**MARINA DEL REY, CA 90292**

**(310)301-9152**

**FAX (310)821-1621**

**AGREEMENT # \_\_\_\_\_**

**SPACE # \_\_\_\_\_**

**INSTRUCTIONS: READ ALL RULES AND REGULATIONS**

**INITIAL BOTTOM OF EACH PAGE, SIGN & DATE APPLICATION**

**FIRST NAME: \_\_\_\_\_ MID.INT: \_\_\_\_\_ LAST NAME: \_\_\_\_\_**

**HOME ADDRESS: \_\_\_\_\_**

**CITY/STATE/ZIP CODE: \_\_\_\_\_**

**HOME/CELL # \_\_\_\_\_ BUSINESS # \_\_\_\_\_**

**EMAIL ADDRESS \_\_\_\_\_**

**VESSEL INFORMATION:**

**NAME OF BOAT \_\_\_\_\_**

**BUILDER/YR \_\_\_\_\_**

**HULL ID # \_\_\_\_\_ CF # \_\_\_\_\_**

**SAIL BOAT \_\_\_\_\_ LENGTH \_\_\_\_\_ COLOR \_\_\_\_\_**

**TRAILER INFORMATION:**

**MAKE/YR \_\_\_\_\_ LICENSE PLATE # \_\_\_\_\_**

**VIN \_\_\_\_\_ LENGTH OF TRAILER \_\_\_\_\_**

**LENGTH OF BOAT ON TRAILER INC. OVERHANG \_\_\_\_\_**

**APPLICANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_**

**DEPARTMENT USE ONLY**

**TODAY'S DATE \_\_\_\_\_ START DATE \_\_\_\_\_**

**MONTHLY RENT AMOUNT \$ \_\_\_\_\_ PRORATED AMOUNT \$ \_\_\_\_\_ FIRST \$ \_\_\_\_\_**

**KEY CARD #1 \_\_\_\_\_ LAST (SECURITY) \$ \_\_\_\_\_**

**KEY CARD #2 \_\_\_\_\_ PRE-PAYMENT AMOUNT \$ \_\_\_\_\_**

**ENTRY KEY CARD DEPOSIT \$ \_\_\_\_\_**

**PARKING PERMIT \$ \_\_\_\_\_**

**TOTAL AMOUNT DUE \$ \_\_\_\_\_**



COUNTY OF LOS ANGELES  
DEPARTMENT OF  
**BEACHES  
& HARBORS**  
Caring for Your Coast

## COUNTY OF LOS ANGELES MAST UP STORAGE PERMIT

THIS PERMIT is made and entered into the day, month and year last below written by and between "PERMITTEE" and the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County".

1. County, in consideration of the full performance by the Permittee of the terms and conditions of this Permit, grants to Permittee the privilege to store one (1) vessel on one (1) trailer at the following location: Space #\_\_\_\_\_ (hereinafter the "boat storage area").
2. The term of this Permit shall be for a period of one (1) month commencing on \_\_\_\_\_ and shall automatically be renewed on a month-to-month basis, unless either party gives thirty (30) days' notice to the other in writing.
3. This Permit is a license personal to the Permittee, and shall not be sublet, in whole or in part, assigned, or transferred.
4. Minimum Rent-Permittee shall pay the County the sum of \$\_\_\_\_\_ per month commencing on \_\_\_\_\_. Said rental shall be due and payable in advance on or before the first of each calendar month. Permittee shall be considered in default of this Permit if the rent is not paid by the first day of each month. A late payment charge of Fifteen Dollars (\$15.00) shall be added to any payment that is received by County after the first day of each month. In the event that rent is not paid by the third (3<sup>rd</sup>) day of the month, the security deposit referred to elsewhere in the Permit shall be applied against the amount and the late payment charge, and the Permit shall be cancelled. Permittee will have three (3) days to remove the vessel, trailer, and all personal property. If the Permittee fails to remove said items within three (3) days, the County will proceed to move said items to an area where Permittee does not have access and assess storage fees and/or commence lien sale proceedings against the vessel, trailer, and personal property.

THE PERMITTEE'S VESSEL, TRAILER AND PERSONAL PROPERTY SHALL BE SUBJECT TO A CLAIM OF LIEN AND MAY BE SOLD TO SATISFY SAID LIEN IF THE RENT AND OTHER CHARGES DUE REMAIN UNPAID FOR FOURTEEN (14) CONSECUTIVE DAYS PURSUANT TO THE CALIFORNIA SELF-SERVICE STORAGE FACILITY ACT (BUSINESS AND PROFESSIONS CODE §21700, ET SEQ.), AND THE CALIFORNIA BOATERS LIEN LAW (HARBORS AND NAVIGATION CODE §500. ET SEQ.)

Permittee should also be liable for all costs and an expense County incurs relating to: a) giving notice of any default under this Permit; b) moving and storing any vessel, trailer or personal property after the Permit has been cancelled or terminated; and c) initiating and pursuing a lien sale(s) on Permittee's vessel/trailer. Such costs and expenses shall be deemed additional rent.

PLEASE BE ADVISED THAT ANY INVOICES OR NOTICES GIVEN BY COUNTY FOR PAYMENT ARE FOR CONVENIENCE ONLY. FAILURE BY COUNTY TO PROVIDE INVOICES OR NOTICES SHALL IN NO WAY CHANGE PERMITTEE'S OBLIGATIONS OR EXCUSE DELINQUENCIES OR WAIVE ANY OF COUNTY'S RIGHTS UNDER THIS PERMIT. PERMITTEE IS OBLIGATED TO PAY RENT AND OTHER CHARGES, IN THE AMOUNT AND MANNER SET FORTH HEREIN.

Permittee is strictly prohibited from performing any construction, boat repair of any type or painting, to the exterior or interior of the vessel, in or adjacent to the storage area. Permittee may, however, make minor repairs to the interior of the vessel. Vessel parking is prohibited in the boat storage area except within the Permittee's assigned space. Permittee is responsible for ensuring the vessel and trailer is placed in the assigned boat storage area, as defined in paragraph one (1) above. Should Permittee's vessel or trailer be placed in a location other than the assigned boat storage area space, Permittee will receive a warning notice. Receiving three (3) or more warning notices may cause this Permit to be cancelled.

5. Permittee may NOT store any items beneath their trailer or on the ground at any time within the boat storage area. This includes bicycles, dinghies, gas or paint containers, tires, hoses, etc. The only items that may be placed on the ground on a permanent basis are blocks for the wheels of the trailer and supports to keep the tongue of the trailer off the ground. The supports may NOT exceed two (2) feet in height. Permittee shall be liable for any damage caused by these aforementioned items (or any other items illegally stored on the ground) and shall within ten (10) days of County sending an invoice for the cost to repair such damage reimburse County for said costs. Failure to do so will constitute a default under this Permit.

6. County reserves the right to move and/or relocate Permittee's vessel and trailer if necessary. County shall whenever possible give advance notice to the Permittee as to the relocation of the vessel and trailer.

7. Permittee must display the California Registration number (CF #) and current registration date at ALL times. If vessel is covered, the CF # must be visible through the boat cover.

8. Permittee warrants and represents that Permittee's vessel and trailer each have a current and valid California registration or valid documented registration issued by the United States Coast Guard. Permittee hereby agrees to keep the vessel and trailer registration valid and current under California law during the entire term of this Permit. Failure to do so will be grounds for termination of this Permit.
9. Should Permittee transfer any interest in the vessel or trailer, the new owner shall have NO right to the boat storage area and this Permit shall be terminated and the boat storage area surrendered at once, unless, the NEW owner of the vessel and trailer apply for a NEW permit with the County, which County may, in its absolute and sole discretion, refuse to provide. Permittee shall give written notice to County within fifteen (15) days of any sale or transfer of ownership, title or registration of the vessel and trailer. If Permittee or NEW owner fails to remove the vessel and trailer, the County may remove vessel and trailer. The transfer of any vessel and trailer shall not relieve the Permittee of Permittee's obligations hereunder and Permittee shall remain fully liable for all rent accruing hereunder, even though Permittee may no longer own the vessel and trailer, unless and until the NEW owner and County enter into a NEW boat storage Permit.
10. Permittee shall, prior to commencement of this Permit, pay the County twice the amount of rent specified in Section 4 above. One-half (1/2) of this amount represents the first month's rent. The security deposit shall always be equal to the current month's rental. In the event the current rental rate is increased, the security deposit will be increased proportionately. Permittee shall pay the County the additional amount required to increase the security deposit to the correct sum based on the rental increase that has been made by the County on or before the first day of the month that the rental increase is due and payable. The security deposit shall be used to pay delinquent rent not paid by Permittee within any applicable notice and cure period and to cover any damage to the premises, including any costs incurred by County to clean and restore the premises during the term and upon termination of this Permit, and the replacement cost of any equipment or County property not returned at the end of the term of this Permit. Notwithstanding the security deposit requirement, Permittee remains responsible for the cost of any damages beyond the limit of the security deposit.
11. Permittee assumes the risk of loss, damage or destruction of the vessel and trailer, and all items of personal property that are stored aboard or attached thereto, due to theft, fire, earthquake, flood, storms, war, insurrection, riot, public disorder, vandalism, or negligent acts or omissions of persons other than County employees who may be using the boat storage area. Permittee acknowledges that this Permit constitutes a license for use rather than a contract for bailment and that payments made for the Permit are for the privilege of use rather than deposit and/or storage.

- 12. Permittee hereby releases and discharges County from all claims and demands by Permittee for loss of or damage to Permittee's property, arising from or connected with Permittee's use of any County property pursuant to this Permit.**
- 13. Permittee's release as set forth in section 12 above, shall apply to all unknown or unanticipated results of Permittee's use as well as those known and anticipated, and Permittee hereby waives all rights under California Civil Code §1542, which states as follows:**

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

**Permittee represents and warrants that is has read California Civil Code §1542 and understands the meaning and effect of Permittee's waiver of Permittee's rights hereunder.**

- 14. The Director may, from time to time, promulgate rules and regulations regarding the use of the boat storage area, including the Rules & Regulations attached hereto and incorporated herein. Permittee hereby agrees to comply with all such Rules & Regulations and all applicable Federal & State laws and County ordinances, in addition to the terms and conditions of this Permit.**
- 15. Waiver of any provision herein or of the regulations governing the use of the boat storage area shall not be deemed a continuing waiver or a waiver of any other provision or regulations.**
- 16. County may terminate this Permit at any time and without prior written notice in the event of violation of laws, rules, regulations, signs or the lawful instructions of Director, or in the event of the disregard or breach of this Permit for any reason shall not relieve Permittee from liability incurred prior to such termination and prior to removal of all of Permittee's property from the boat storage area. Permittee shall pay all costs for removing property from the boat storage area, boat storage fees, attorneys' fees and any other costs incurred by County.**

17. Permittee, at Permittee's own cost and expense, shall on or before the termination of this Permit remove the vessel and trailer and other items of personal property and restore the boat storage area as nearly as practicable to the same state and condition as prior to use by Permittee. Should Permittee fail to remove the vessel and trailer, together with items of personal property, and restore the boat storage area as nearly as practicable to the same state and condition as prior to use by Permittee on or before the termination of this Permit, then County may, in addition to other legal remedies, forthwith remove said vessel and trailer and other items of personal property and restore said boat storage area as nearly as practicable to the same state and condition as prior to use by Permittee at Permittee's expense. Additionally, storage of Permittee's property will incur a \$20.00 fee per day.

18. County reserves the right to dispose of any vessel, trailer and/or personal property of Permittee not removed from the boat storage area in accordance with sections 4 & 17.

19. Notices required herewith may be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope, with postage prepaid, at any United States Post Office facility. Such notices shall be addressed to: County of Los Angeles Department of Beaches and Harbors, Attn: DBH BOATING SECTION, 13575 Mindanao Way, Marina del Rey, CA 90292. Such notices shall be addressed to the Permittee at address(es) currently on file with County unless advised otherwise in writing. Permittee agrees to keep County advised of Permittee's current address and any alternate address.

## 20. INSURANCE

A. INDEMNIFICATION : Permittee shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents (County) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses ( including attorney and expert witness fees), arising from or connected with Permittee's use of any County property pursuant to this Permit, which result from bodily injury, death, personal injury, or property damage (including damage to Permittee's property).

B. GENERAL INSURANCE REQUIREMENTS: Without limiting Permittee's indemnification of County and during the term of this Permit, Permittee shall provide and maintain the following programs of insurance specified in this Permit. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Permittee's own expense.

- (1) Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County of Los Angeles, Department of Beaches and Harbors, Attn: DBH BOATING SECTION, 13575 Mindanao Way, Marina del Rey, CA 90292, prior to commencing rental under this Permit. Such certificates or other evidence shall:
- a. Specifically identify this Permit.
  - b. Clearly stated, evidence of all coverage's required in this Agreement.
  - c. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
  - d. Include copies of the additional insured endorsement to the boat/watercraft liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.
  - e. Identify any deductibles for County's approval. The County retains the right to require Permittee to reduce or eliminate such deductibles as they apply to County.
- (2) Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable by the County with an A.M. Best Company rating of not less than VII, unless otherwise approved by County.
- (3) Failure to Maintain Coverage:** Failure by Permittee to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Permit upon which County may immediately terminate or suspend the Permit.
- (4) Notification of Incidents, Claims or Suits:** Permittee shall report to County any accident or incident relating to Permittee's use of the boat storage area which involves injury or property damage which may result in the filing of a claim or lawsuit against Permittee and/or County. Such report shall be made in writing within 24 hours of occurrence.
- (5) Compensation for County Costs:** In the event the Permittee fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs with County, Permittee shall pay full compensation for all costs incurred by County.



**C. INSURANCE COVERAGE REQUIREMENTS:**

- (1) Boat/Water Liability Insurance providing coverage for legal liability resulting from the ownership, maintenance, or use of insured watercraft while stored ashore, and include bodily injury, property damage and legal defense coverage. **This insurance shall have a per occurrence coverage limit of at least \$300,000 unless otherwise approved by the Director of the Department of Beaches & Harbors.**

If Permittee employs any temporary shore-based workers (i.e. mechanic or marina employee etc.) the policy shall also provide coverage for liability under the Federal Longshoreman's & Harbor Workers Compensation Act, which covers statutory liability to temporary shore-based workers if they become injured aboard your watercraft.

- (2) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a **limit of liability of not less than \$100K/\$300K** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any automobile".

IN WITNESS WHEREOF, the Permittee has executed this Permit and the County has caused this Permit to be executed on its behalf by the Director of the Department of Beaches & Harbors, County of Los Angeles dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PERMITTEE'S SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

\_\_\_\_\_

HOME PHONE (    ) \_\_\_\_\_ BUS. /CELL PHONE (    ) \_\_\_\_\_

Pursuant to California Business & Professions Code §21712, Permittee may provide the name and address of another person to whom preliminary lien notices and subsequent notices to be given pursuant to the California Self-Service Storage Facility Act may be sent:

NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

\_\_\_\_\_

COUNTY OF LOS ANGELES

Department of Beaches & Harbors

By: \_\_\_\_\_

DBH BOATING SECTION



## **MAST UP STORAGE RULES & REGULATIONS**

**NOTE:** These Rules and Regulations are promulgated by the Director of Beaches and Harbors ("Director") and apply to the use of all boat storage areas and all users of Mast Up Storage, whether they be permittees of the County of Los Angeles ("County") or their guests, contractors, employees or agents. These Rules and Regulations are incorporated into and made a part of the Mast Up Storage Permit ("Permit"). In addition to these Rules and Regulations, all persons using Mast Up Storage must comply with all applicable Federal, State and local laws and ordinances.

1. **VESSEL INSPECTIONS**-The County reserves the right to inspect all vessels to determine if they are properly identified and equipped for safe operation in accordance with Coast Guard Regulations and other applicable regulations, including the County's Unseaworthy Vessel Ordinance, County Code §19.12.1060.
2. **BICYCLES/SKATES ETC.**-No person shall roller skate, roller blade, skateboard, ride bicycles or motorcycles in Mast Up Storage.
3. **NOTIFICATION OF UNSAFE CONDITIONS**-Permittees shall promptly notify County of any unsafe or hazardous condition that comes to their attention. Permittees should contact the Marina del Rey Sheriff's Department at (310) 482-6000 to report any unsafe conditions.
4. **HAZARDOUS ACTIVITIES**-All high-risk fire hazards, including, but not limited to refueling vessels at Mast Up Storage are strictly prohibited.
5. **DISCHARGES FROM VESSELS/DISPOSAL OF LIQUIDS**-No person using Mast Up Storage shall throw, discharge or deposit any refuse matter, oil, spirits, flammable liquid, into the water of the harbor or onto the Mast Up Storage premises. All waste oil, paint solvents, paint and other such chemicals must be disposed of only in receptacles specifically designed by County for such waste and never in trash bins or other areas not posted for such materials, in compliance with U.S. Environmental Protection Agency regulations.
6. **DAMAGE TO MAST UP STORAGE PROPERTY**-Each Permittee will be held responsible for any damage to the Mast Up Storage premises and/or structures caused by the Permittee, his/her guests, contractors, employees and/or agents.
7. **REPAIR OF DAMAGES CAUSED BY PERMITTEE**-Damage to the Mast Up Storage premises and/or structures caused by Permittees, their guests, contractors, agents and/or employees will be repaired or corrected solely by the County at the expense of the Permittee responsible for such damage.

**I HAVE READ AND ACCEPT ALL THE TERMS ON THIS PAGE** \_\_\_\_\_

**MAST UP STORAGE**  
**RULES AND REGULATIONS**

8. **OFFENSIVE OR HARMFUL CONDUCT**-Disorder, depredations or indecorous conduct by Permittee, his guests, contractors, employees and/or agents that might injure a person, disturb other Permittees, cause damage to the premises or structures or harm the reputation of the County shall be just cause for immediate expulsion and termination of the Permit.
9. **SOLICITATIONS**-No person may solicit business or offer for sale goods, wares, merchandise or services, or solicit orders for such sales on the Mast Up Storage premises unless permission has been expressly granted by the Director. Plastic sign holders located at the gates, if provided, are strictly for County business postings.
10. **POSTING OF SIGNS**-No signs, including advertising signs or "for sale" signs, may be posted aboard any vessel or in any boat storage area at the Mast Up Storage premises. Signs posted in violation of this provision shall be removed. Signs required by law to be posted on a vessel or other personal property, are exempt.
11. **RESPONSIBILITY FOR DAMAGES**-The County is not responsible for any losses on or damage to vessels or personal property at Mast Up Storage. Each Permittee will be held responsible for damage that the Permittee and/or Permittee's vessel may cause to the vessels or personal property of other users of Mast Up Storage.
12. **MAINTENANCE OF BOAT STORAGE AREA**-Permittee shall maintain the boat storage area assigned to Permittee, and the immediately surrounding area in a neat, clean and unobstructed condition at all times. Should it become necessary for County to maintain the area in said condition, it will be done at Permittee's expense.
13. **DISPOSE OF REFUSE**-Permittee shall not deposit into any garbage can or other receptacle located on Mast Up Storage any of the following: (1) paint, varnish, thinner, non-edible oil or other flammable or hazardous materials; (2) vessel parts, including but not limited to engine machinery parts, interior parts, fastenings or upholstery; or (3) any item weighing in excess of 20 pounds.
14. **PETS**-No pets are permitted at Mast Up Storage, with the exception of service animals to the extent permitted by State or Federal Law.
15. **NO LIVEABOARDS**-Permittee's vessel shall not be used by any person for purposes of habitation for any period of time.

**MAST UP STORAGE**  
**RULES AND REGULATIONS**

**16. WORKING ON VESSEL**-No person shall conduct or perform or cause to be performed any repairs, alterations, maintenance or other work upon or at any vessel which in any manner causes or would reasonably tend to cause any material or substance, including but not limited to paint, oil or other petroleum products, dirt, paint sanding or chips, wood sanding, or other residue or debris, to enter into the waters of Marina del Rey, or to be deposited upon the Mast Up Storage premises or upon any vessels, docks, structures or property of another located at Mast Up Storage. Work of any kind aboard a vessel, including routine maintenance, (as limited above) to be undertaken by other than the Permittee, must be approved in advance, in writing by the Director. Work of any kind aboard the vessel may take place only between 8:00 a.m. and sunset, and may not obstruct access to the other boat storage areas. Contractors hired by the Permittee or vessel owner to work on the vessel must be approved by the Director prior to the commencement of such work, and each such contractor must maintain and provide proof of liability insurance in an amount of at least \$300,000 as well as worker's compensation insurance for employees. The Permittee or vessel owner shall comply with, and cause its contractor to comply with, all applicable Federal, State and County rules and regulations relating to the repair and servicing of vessels in Marina del Rey.

**17. FLAMMABLE MATERIALS**- Neither Permittee nor anyone acting on his /her behalf shall burn paint or use flammable materials without the prior written consent of the Director. Permittee agrees not to store any flammable materials on or around the vessel or in the boat storage area. The County assumes no responsibility for the protection or safety of Permittee's personal property, including but not limited to, belongings kept by Permittee in or on the vessel or trailer.

**18. NOISE & CONDUCT, DRUGS & ALCOHOL**-Permittee shall not make or allow Permittee's guests, contractors, agents or employees to make any disturbing noises on the docks or anywhere on the Mast Up Storage premises, nor shall Permittee permit such persons to engage in any conduct that will interfere with the rights, comforts or convenience of others. The activities and conduct of Permittee and/or Permittee's guests, contractors, agents or employees while on the Mast Up Storage premises must be reasonable at all times. Permittee assumes full responsibility for Permittee's guests, contractors, agents and/or employees conduct and agree to be held jointly and severally liable for all consequences of such person's actions or misconduct.

**19. STORAGE OF EQUIPMENT**-Permittee shall not store or leave any items on or around the vessel or below or around the Permittee's boat storage area.

**I HAVE READ AND ACCEPT ALL THE TERMS ON THIS PAGE \_\_\_\_\_**

**MAST UP STORAGE**  
**RULES AND REGULATIONS**

20. **TARPS**-Tarps used to cover the vessel must be of commercial manufacture, must be kept in clean, good condition, and must be replaced if discolored, torn or if mold, mildew or moss is present. The registration number of the vessel must be clearly visible on the tarp if it is used to cover the Permittee's vessel.

21. **COMPLIANCE WITH AND INCORPORATION OF LAWS**-It is Permittee's responsibility to become familiar with all applicable Federal, State and County statutes, ordinances and regulations pertaining to recreational vessels (and commercial vessels if such use is permitted by the County), including but not limited to those governing the operation, maintenance, responsibility, liability and taxation of vessels.

22. **ENTRY TO STORAGE AREA FOR REPAIRS, UTILITY SERVICE WORK, ETC.**-The County's employees and designated agents may enter any boat storage area without notice, for any business or operational reason it deems appropriate, including but not limited to effecting repairs, relocating vessels, upgrading or otherwise altering utility services or County structures, and exhibiting boat storage areas to prospective Permittee's, contractors or lenders. Permittee shall not be entitled to a refund or any other compensation for any inconvenience caused by any interruption or reduction in utility services occurring during or as a result of such activities.

23. **CURRENT REGISTRATION**-All vessels and trailers must maintain current registration with the California Department of Motor Vehicles at all times.

24. **CONDITION OF VESSEL AND TRAILER**-Vessel and trailer shall be kept in operable, clean, and neat condition at all times. There shall be no peeling paint, broken boat parts, flat tires, leaking fluid, trash, cracked windows, or any other unsightly appearance of the vessel and trailer.

25. **SIZE OF THE VESSEL**-Vessel shall be limited to a length not to exceed twenty-eight (28) feet, and a width not to exceed nine (9) feet. The trailer must fit within the markings of the assigned space.

26. **GROSS RECEIPTS PERCENTAGE**-Notwithstanding any other rules and regulations prohibiting the sale of vessels, should a vessel or trailer be sold while in the Mast Up Storage facility, Permittee shall pay County the current gross receipts percentage based on the sales price of the vessel.

27. **RIGHT TO REFUSE SERVICE**-The County has the right to refuse service to storage tenants using foul language, abusive or disruptive conduct and disturbing the peace of other customers and tenants.

**I HAVE READ AND ACCEPT ALL THE TERMS ON THIS PAGE \_\_\_\_\_**

**PERMIT AGREEMENT CANCELLATION**  
**PARCEL 77 ANCHORAGE 47 & MAST UP STORAGE**  
DEPARTMENT OF BEACHES & HARBORS  
13575 MINDANAO WAY  
MARINA DEL REY, CA 90292  
☎(310)301-9152 FAX (310)821-1621

SPACE/SLIP # \_\_\_\_\_

AGREEMENT # \_\_\_\_\_

NOTICE OF CANCELLATION MUST BE RECEIVED IN WRITING THIRTY (30) DAYS IN ADVANCE OF THE EFFECTIVE DATE.

I HEREBY REQUEST CANCELLATION OF MY ASSIGNED SPACE AND PERMIT EFFECTIVE \_\_\_\_\_ (MM/DD/YYYY).

I AGREE TO PAY MY LAST MONTH RENT AND RETURN ANY KEY CARD(S) AND PARKING PERMIT(S).

UPON INSPECTION OF THE AREA ASSIGNED, **THE SECURITY DEPOSIT WILL BE RETURNED LESS DAMAGE OR LOSS.**

Security Deposit: Cancellation of an agreement will require the payment of the last month's rent. The security deposit will be returned to the Permittee, less any damages noted during the inspection of the space, electrical outlet etc. and less any deposit for items not returned such as keycards and parking permits.

**I UNDERSTAND THAT I MUST CARRY INSURANCE ON THE VESSEL WHILE IT REMAINS IN THE SPACE.**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PHONE # \_\_\_\_\_

REASON FOR CANCELLATION \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**OFFICE USE:**

DATE RECEIVED \_\_\_\_\_ LAST MONTH PAID \_\_\_\_\_

KEYCARD(S) RETURNED \_\_\_\_\_ PARKING PERMIT RETURNED \_\_\_\_\_